

# ***DRAFT UPDATE***

## **Educational Support Personnel**

### **Employment Termination and Suspensions**

#### **Resignation and Retirement**

**Please refer to the following current agreements:**

**Collective Bargaining Agreement Between The Board of Education Oak Park Elementary School District 97 and The Oak Park Educational Support Professionals Association**

**Collective Bargaining Agreement Between The Board of Education for Oak Park Elementary School District 97 and The Oak Park Teacher Assistants' Association**

**Collective Bargaining Agreement Between The Board of Education for Oak Park Elementary School District 97 and Local No. 73, Service Employees International Union**

**For employees not covered by these agreements:**

An employee is requested to provide 2 weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

#### **Non-RIF Dismissal**

**Please refer to the following current agreements:**

**Collective Bargaining Agreement Between The Board of Education Oak Park Elementary School District 97 and The Oak Park Educational Support Professionals Association**

**Collective Bargaining Agreement Between The Board of Education for Oak Park Elementary School District 97 and The Oak Park Teacher Assistants' Association**

**Collective Bargaining Agreement Between The Board of Education for Oak Park Elementary School District 97 and Local No. 73, Service Employees International Union**

**For employees not covered by these agreements:**

The District may terminate an at-will employee at any time for any or no reason, but not for a reason prohibited by State or federal law.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any applicable contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided.

The Superintendent is responsible for making dismissal recommendations to the Board of Education consistent with the Board's goal of having a highly qualified, high performing staff.

#### **Reduction in Force and Recall**

**Please refer to the following current agreements:**

**Collective Bargaining Agreement Between The Board of Education Oak Park Elementary School District 97 and The Oak Park Educational Support Professionals Association**

# DRAFT UPDATE

## Collective Bargaining Agreement Between The Board of Education for Oak Park Elementary School District 97 and The Oak Park Teacher Assistants' Association

### For employees not covered by these agreements:

~~This section is applicable whenever~~The Board decides~~may, as necessary or prudent, decide~~ to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, an educational support employee is removed, dismissed, or his or her hours are reduced~~dismiss or reduce the hours of one or more educational support employees. When making decisions concerning reduction in force and recall, the Board will follow Sections 10-22.34c (outsourcing non-instructional services) and 10-23.5 (procedures) of the School Code, to the extent they are applicable and not superseded by legislation or an applicable collective bargaining agreement.~~

The Board shall use a seniority list to determine the order of dismissal or removal. The seniority list, categorized by positions, shows the length of continuing service of each full-time educational support employee. The employee with the shorter length of continuing service within the respective category of position shall be dismissed first.

Except as provided below, written notice will be given the employee by certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed, or his or her hours are reduced, together with a statement of honorable dismissal and the reason therefore if applicable. The prior written notice will be extended to at least 90 days if the lay off is due to the District entering into a contract with a third party for non-instructional services. The prior written notice will be shortened to at least 5 days before an employee's hours are reduced as a result of an unforeseen reduction in the student population.

Any vacancies for the following school term or within one calendar year from the beginning of the following school term, shall be offered to the employees so removed or dismissed from that category or any other category of position provided they are qualified to hold such positions.

### Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned vacation. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his or her final paycheck on or before the next regular pay date following the last day of employment.

### Suspension

Except as provided below, the Superintendent is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Superintendent's judgment, the employee's presence is detrimental to the District. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees.

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the District all compensation and the value of all benefits received by the employee during the suspension. The Superintendent will notify the employee of this requirement when the employee is suspended.

**Comment [AKL1]:** This section is updated, and the paragraphs paraphrasing the RIF statute (for nonlicensed employees) are omitted because it is unnecessary in a governance policy and is frequently superseded by collectively bargained provisions.

Issue 88, May 2015

# DRAFT UPDATE

LEGAL REF.: 5 ILCS 430 et seq.  
105 ILCS 5/10-22.34c and 5/10-23.5.  
820 ILCS 105/4a.  
Griggsville-Perry Community Unit School Dist. No. 5 v. Illinois Educ. Labor Relations Bd., 963 N.E.2d 332 (Ill.App.4, 2013).

CROSS REF.: 5:240 (Professional Personnel - Suspension), 5:270 (Educational Support Personnel - Employment At-Will, Compensation, and Assignment)

ADOPTED: March 19, 2013

**Comment [APowell2]:** The Legal References are updated to delete case law that has been overturned. The reference to Griggsville-Perry Community Unit School Dist. No. 4 v. Illinois Educ. Labor Relations Bd. was added with PRESS Issue 88. At this time, your district has not yet responded to Issue 88; this change to the Legal References reverses the change offered in that issue.

**Issue 89, August 2015**